



**LA PUENTE VALLEY COUNTY WATER DISTRICT**

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**RULES AND REGULATIONS GOVERNING WATER SERVICE**

**Proposed November 20, 2018**

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# 1 DEFINITION OF TERMS

Whenever the following terms or pronouns are used herein, the intent and meaning shall be interpreted as follows:

- a) **District:** La Puente Valley County Water District
- b) **County:** County of Los Angeles
- c) **Board:** Board of Directors of La Puente Valley County Water District
- d) **Customer:** Any person, firm, corporation, association or agency who uses or is entitled to use water from the District System.
- e) **Customer Class:** Water services with similar characteristics such as demand patterns and type of use. (E.g. single family residential, commercial, industrial, irrigation & multi-family)
- f) **Manager:** General Manager of La Puente Valley County Water District or the person who has been authorized by the Manager or by the Board of Directors of the District to act for the General Manager.
- g) **His, Him:** Any person, corporation, association or agency
- h) **Water System:** Those pipelines, booster stations, wells, reservoirs and appurtenances, constructed by or for the District or acquired by the District, for the purpose of providing water service.

## 2 GENERAL POLICIES

### 2.1 APPLICATION FOR SERVICE

The application is a request for water service from the District. Each prospective Customer must apply for the desired service and provide sufficient information to establish credit for the payment of the account with the District and pay the non-refundable application fee set forth in section 2.3, below.

The District requires proper identification of all applicants for new water service. The applicant has the option of completing the application form in person at the District office or submitting the required information by mail prior to the establishment of water service.

The information required to identify the applicant must be provided on the service application form specified by the District. The District requests this information to ensure the proper billing and collection of the account. Information the District requires includes, but is not limited to the following:

- a) Applicant's name and address: (if a corporation, the state of incorporation and the names and addresses of its President and Secretary; if a partnership, the names and addresses of the general partners; if a sole proprietorship, the name and address of the owner; if a limited liability company, the names and addresses of the managing members).
- b) The applicant's relationship to the property - i.e., whether the applicant is the owner, co-owner, or agent of the owner of the property to be served, or is a tenant or has some other relationship to the property.

- c) The address for billing purposes.
- d) The address for which service is requested, and the type of service and use, (residential, commercial, industrial, fire protection).
- e) The date the applicant wishes service to be commenced.
- f) If a new service, or modification of an existing service, the size of water service connection desired, or other change requested.
- g) Such other information as the Manager deems necessary to install or transfer service, including appropriate information to establish the applicant's credit with the District.

The signing and filing of the application shall constitute an agreement by the applicant to accept responsibility for all charges related in any way to water service to the property, and to be bound by the ordinances and the rules and regulations of the District. Any application submitted by a Customer who is not the owner of the property to be served must be counter-signed by an owner of the property, who will then be considered as the applicant and become the primary account holder.

## **2.2 WATER FURNISHED IN THE NAME OF THE TENANT OF RENTAL PROPERTY**

All new accounts for service to rental property are required to be in the name of the property owner as account holder. If the property owner desires to have an account for a rental property established with the tenant as the primary account holder, the property owner must execute an "Application and Agreement to Have Water Service Furnished in the Name of the Tenant of Rental Property" (Tenant-Owner Agreement) acknowledging that the property owner will be a co-account holder and responsible for any unpaid charges for water service. Applicants for water service who are not the owner of the property will not be provided service until the property owner has completed, signed and submitted this form to the District.

## **2.3 APPLICATION FEE**

Every applicant for a water service account at a retail connection shall complete and submit an application for water service on a form provided by the District and shall pay a nonrefundable application fee of twenty-five dollars (\$25.00).

Every applicant for a construction water service or temporary service from a fire hydrant shall complete and submit an application for such service and pay a non-refundable application fee of thirty dollars (\$30.00).

## **2.4 SERVICE AGREEMENT**

Every applicant for new water service requiring an extension of the District's Water System or establishment of a new water service to property which has not been previously received water service from the District, shall be required to enter into an Agreement for the installation or upgrading of Water System and Service of Water ("Service Agreement") in a form provided by the District. The Service Agreement shall provide for the applicant to pay all engineering and administrative costs incurred by the District for the preparation of plans and specifications and for construction, supervision, and testing of the water facilities.

The Service Agreement shall provide that the applicant must deposit, in advance, an amount of money based upon the total estimated cost of engineering services, construction and administrative costs prior to commencement of the design and award of the construction contract, respectively. The Service Agreement shall provide that the applicant shall dedicate to the District, such fee parcels, easements, and other interests in land as may be necessary for the water facilities to serve the property. The Service Agreement shall also provide for the payment of the Meter Installation Fee and the charge for Water System Connection as set forth herein.

## **2.5 OWNERSHIP OF WATER SYSTEM FACILITIES**

All pipes, fittings, meters, meter boxes and other materials, equipment and Water System facilities installed by or for the District to establish a service connection shall at all times be the property of and remain vested in the District. The applicant shall have no ownership interest or title thereto. No service connection will be installed at any place on the Water System for or on behalf of any applicant who has any outstanding or delinquent debt owed to the District for any previous water service until all such unpaid indebtedness has first been fully paid and discharged.

## **2.6 TEMPORARY / CONSTRUCTION SERVICE**

Any applicant desiring a temporary service from a fire hydrant shall specify in the application the location of the hydrant or hydrants from which service is desired. The District will, when such an application has been accepted, provide the meter to the applicant. The applicant shall pay the refundable deposit then in effect for each temporary service requested. The amount of the required deposit and/or water rate may be adjusted by Board action from time to time.

Upon discontinuance of service, provided the meter has been recovered by the District in acceptable condition, the deposit will be applied to any unpaid charges due on the account and the balance, if any, will be refunded to the applicant, without interest. If the meter is damaged or missing, the deposit shall be applied first to the cost of repairing or replacing the meter, and second to any unpaid charges. The customer will be responsible for any shortfall between the amount due and the deposit. Any balance of the deposit remaining after deduction of costs and unpaid charges will be refunded to the customer without interest.

Water delivered through a temporary water service shall be charged at the construction rate which is equivalent to the tier 2 potable rate for Zone 1 residential customers. A non-refundable application fee of thirty dollars (\$30.00) will be charged in addition to the deposit.

## **2.7 ESTABLISHMENT OF CREDIT**

At the time the service application form is submitted, the District will evaluate the applicant's credit-worthiness and the Manager shall determine if the District will require a deposit from the applicant to secure the payment of future charges on the account. An applicant's credit will be considered impaired in the following circumstances and a refundable deposit will be charged in addition to the non-refundable application fee:

- (a) The applicant and/or co-applicant has no prior credit history or, in the reasonable opinion of the Manager, a poor credit history in any of the three major credit reporting agency databases (TRW, TRANS UNION and EQUIFAX);
- (b) The District has received information from the CUE (California Utilities Exchange) database that the applicant has an unpaid final bill with another utility company or the applicant has an unpaid final bill with the District at a prior service address;
- (c) The applicant refuses to furnish information necessary to identify the applicant and verify his credit-worthiness;
- (d) The District is not able to positively identify the applicant from the information submitted on the service application.

In the event that credit-worthiness is established at the time the service application is submitted, no deposit will be required to establish service. However, the District may require a deposit as a condition of continuing water service to an existing Customer if the Customer becomes delinquent in payment of District charges as set forth below. The Customer will be notified if and when a deposit is required to maintain service with the District. Any of the following circumstances constitutes a delinquency requiring a deposit in order to continue service at the Customer's property:

- (1) Any Customer who has incurred any of the following charges for delinquent payment:
  - (a) One 48-hour service termination notice (door hanger);
  - (b) Two (2) delinquent late charges in any one calendar year;
  - (c) Three (3) delinquent late charges since the inception of the customer's account.
- (2) The Customer's service has been shut off at any time for the non-payment.
- (3) The Customer has issued the District a check, which has been returned unpaid.

Any Customer, who has opened multiple accounts in his name, may be required to make a deposit for each account or service address, if the payment history in any of the accounts reflects a delinquency as defined above.

## 2.8 DEPOSITS

Where an applicant or Customer is required to make a refundable deposit to secure the payment of future charges or for the re-establishment of service, the amount shall be determined as follows:

### 2.8.1 NEW SERVICE APPLICANTS:

The *standard deposit amount* will be calculated by the District and adjusted annually, based on the average total bill for Customers who have the same size meter and who are also in the same customer class multiplied by Two Hundred Fifty Per Cent (250%). Every new service applicant shall pay a non-refundable application fee of thirty dollars (\$30.00). Any new service applicant unable to provide proper photo identification will be charged the *standard deposit amount* which will be held by the District until such time as proper identification is presented to the District, or until such account is closed. In each instance, this deposit will be refunded to the Customer or applicant, without interest, after deduction of any unpaid charges on the account. Acceptable forms of photo identification include, but not limited to, an identification card issued by the Department of Motor Vehicles, a Driver's License, Passport, or Lawful Permanent Residency Card ("Green Card").

### 2.8.2 EXISTING CUSTOMERS:

The deposit amount will be calculated based on the average total bill of that particular Customer for at least one (1) billing period multiplied by Two Hundred Per Cent (200%). If this information is not available, the deposit calculation for new service applicants will be used. Any Customer whose credit status has changed with the District will be properly notified and charged for the deposit amount.

In the event that a Customer who has already paid a deposit as a new service applicant becomes delinquent as defined in Paragraph 3.6., above, the Manager will re-evaluate the amount of the deposit necessary to secure the account. If the deposit amount determined based upon the customer's average total billing for water charges is greater, the amount of the deposit will be adjusted accordingly. As a condition of continued water service, the customer will be required to increase the amount of the deposit, as well as paying all delinquent charges and other fees.

In the event a Customer's account is terminated for non-payment, the District may apply any deposit held for that Customer to any outstanding charges and penalties for that Customer at the time service is terminated. If the Customer closes an account, the District shall apply the Customer's deposit to the final billing and refund any balance remaining, without interest, to the Customer.

District will monitor the payment history of each Customer for which a security deposit is being held. If the Customer's account is free of any late payment penalties, termination notices or returned checks for a period of twenty-four (24) consecutive months, the District shall refund the deposit to the Customer, without interest, by applying the deposit to the Customer's account.



## **2.9 CHANGE IN SERVICE**

- (a) Any Customer desiring a larger service connection shall apply to the District for the meter size desired in the manner heretofore described for a new service. The Customer shall, however, be credited for the amount of the salvage value of any materials removed. In computing the salvage value, no depreciation shall be charged with respect to the existing meter.
- (b) Service will be discontinued upon request of the applicant. Payment of all charges in full to the date of discontinuance will be due upon termination of service.

## **2.10 SEPARATE SERVICES**

No service connection will be made for the purpose of supplying two or more parcels through a common service even though the premises may be in the same ownership.

When a parcel is divided into two or more lots, separate service connections must be established for each lot to which service is provided. Each house, building, condominium or town house, and each commercial or industrial business or operation conducted in a separate unit in a single building shall be supplied through a separate water service connection.

Existing service to more than one residential unit on a single parcel will be classified as “Single Family Residential Service” and billed at the District’s established rates for such service. Violation of the rule prohibiting service to more than one parcel through a single service connection shall be cause for discontinuance of service through the service connection upon 30 days written notice to the Customer to correct the violation. An existing apartment building (under single ownership with a single water service connection), if converted to a condominium or other form of separate ownership of parts of the structure, may continue to receive water service through a single water service connection, so long as the responsibility for payment and charges is assumed by a single entity representing the owners. Exceptions to the foregoing rules in section 3.9 may be made by the Board of Directors, upon recommendation of the Manager, and in accordance with an applicant’s written request to the Board. If the Board grants an exception, it may do so subject to special conditions.

## **3 WATER RATES AND SERVICE CHARGES**

### **3.1 CHARGE FOR WATER (COMMODITY RATES)**

There is a commodity rate charged for each unit of water (one hundred cubic feet “hcf”) supplied by the District. The commodity rate includes a charge for pumping costs which vary according to the elevation zones within the District.

#### **3.1.1 SINGLE FAMILY RESIDENTIAL INCLINING BLOCK RATES**

The commodity rates for the single-family residential class of service shall vary according to the amount of water delivered in a billing period with the initial quantity

of water charged at a lower rate, (inclining block rate) to encourage conservation and discourage waste of water.

Service Zone	Effective 1st Billing Period following October 15, 2018		Effective 1st Billing Period following October 15, 2019		Effective 1st Billing Period following October 15, 2020		Effective 1st Billing Period following October 15, 2021		Effective 1st Billing Period following October 15, 2022	
	0-25 HCF	>25 HCF	0-20 HCF	>20 HCF	0-20 HCF	>20 HCF	0-20 HCF	>20 HCF	0-20 HCF	>20 HCF
Zone 1	\$1.74	2.97	1.87	3.19	2.01	3.43	2.16	3.68	2.33	3.96
Zone 2	\$1.94	3.16	2.08	3.40	2.24	3.65	2.41	3.93	2.59	4.22
Zone 3	\$2.13	3.36	2.29	3.61	2.46	3.88	2.65	4.17	2.85	4.48
Zone 4	\$1.97	3.20	2.12	3.44	2.28	3.69	2.45	3.97	2.64	4.27
Zone 5	\$2.13	3.36	2.29	3.61	2.46	3.88	2.65	4.17	2.84	4.48

### 3.1.2 COMMERCIAL, INDUSTRIAL & MULTI-FAMILY RATES

There shall be a uniform charge per hcf, plus a pumping charge covering the energy cost to pump water to each elevation zone above Zone 1.

Pressure Zone Usage in HCF (HCF = 100 cubic feet = 748 gallons)

Service Zone	Effective 1st Billing Period following October 15, 2018	Effective 1st Billing Period following October 15, 2019	Effective 1st Billing Period following October 15, 2020	Effective 1st Billing Period following October 15, 2021	Effective 1st Billing Period following October 15, 2022
Zone 1	\$2.08	2.23	2.40	2.58	2.77
Zone 2	\$2.27	2.44	2.63	2.82	3.03
Zone 4	\$2.31	2.48	2.67	2.87	3.08

### 3.1.3 PUBLIC AUTHORITY & IRRIGATION RATES

There shall be a uniform charge per hcf, plus a pumping charge covering the energy cost to pump water to each elevation zone above Zone 1.

Pressure Zone Usage in HCF (HCF = 100 cubic feet = 748 gallons)

Service Zone	Effective 1st Billing Period following October 15, 2018	Effective 1st Billing Period following October 15, 2019	Effective 1st Billing Period following October 15, 2020	Effective 1st Billing Period following October 15, 2021	Effective 1st Billing Period following October 15, 2022
Zone 1	\$2.29	2.46	2.65	2.84	3.06
Zone 2	\$2.49	2.67	2.87	3.09	3.32
Zone 4	\$2.52	2.71	2.91	3.13	3.37

### 3.2 BI-MONTHLY METER SERVICE CHARGE

In addition to the commodity rate, there is a bi-monthly service charge for each retail water meter, which is based upon the size of the meter. This is a fixed amount which yields revenues to provide for the general overhead and other fixed costs of the District's operations.

Meter Size	Effective 1st Billing Period following October 15, 2018	Effective 1st Billing Period following October 15, 2019	Effective 1st Billing Period following October 15, 2020	Effective 1st Billing Period following October 15, 2021	Effective 1st Billing Period following October 15, 2022
5/8"	\$ 30.68	32.98	35.46	38.12	40.97
3/4"	\$ 39.64	42.62	45.81	49.25	52.94
1"	\$ 57.57	61.89	66.53	71.52	76.88
1.5"	\$ 102.39	110.07	118.32	127.19	136.73
2"	\$ 156.17	167.88	180.47	194.00	208.56
3"	\$ 299.58	322.05	346.20	372.16	400.08
4"	\$ 460.92	495.48	532.65	572.59	615.54
6"	\$ 909.08	977.26	1050.55	1129.34	1214.04
8"	\$ 1446.87	1555.38	1672.04	1797.44	1932.25

### 3.3 FIRE SERVICE CONNECTION – SERVICE CHARGE

There is a bi-monthly service charge, based upon the size of the connection, for each connection supplying water to a fire hydrant system or other fire suppression facility. The fire service charge is fixed to yield sufficient revenues to defray the cost of serving and maintaining such lines, meters, hydrants and facilities to provide the flow capacity for the connection.

Size of Connection (inch)	Effective 1st Billing Period following October 15, 2018	Effective 1st Billing Period following October 15, 2019	Effective 1st Billing Period following October 15, 2020	Effective 1st Billing Period following October 15, 2021	Effective 1st Billing Period following October 15, 2022
1	\$ 7.46	8.01	8.62	9.26	9.96
1.5	\$ 9.02	9.70	10.42	11.21	12.05
2	\$ 11.72	12.60	13.54	14.56	15.65
3	\$ 21.41	23.01	24.74	26.60	28.59
4	\$ 38.12	40.98	44.05	47.36	50.91
6	\$ 98.09	105.45	113.36	121.86	131.00
8	\$ 201.54	216.65	232.90	250.37	269.15
10	\$ 261.23	280.82	301.88	324.53	348.86
12	\$ 417.88	449.22	482.91	519.13	558.06

#### 3.3.1 IMPROPER USE OF FIRE CONNECTION SERVICE

The following special charge shall be applicable to Customers having connections for fire protection purposes:

If a detector meter attached to and as part of the facilities for fire protection purposes registers the use of water through such facilities, the Customer shall be advised of this fact and shall forthwith make a full report of the facts and circumstances of such use to the Manager. The Manager then shall determine whether such use was an improper use. If such use is determined not to be for proper purposes for which the fire protection connections were installed, the Customer shall pay an additional sum of \$50.00 for the water so used regardless of the quantity (this is in addition to the charge for water applicable for commercial Customers within the zone of service).

Any determination by the Manager that the use of water through such facilities was improper shall be made in writing, and such determination shall be mailed to the Customer along with the statement for the additional charge. The determination of the Manager shall be final, unless the Customer appeals the determination to the

Board in accordance with Section 16. If the Board sustains the determination of the Manager, the charge shall be paid within 5 days thereafter.

### 3.4 TEMPORARY / CONSTRUCTION SERVICE - RATES AND CHARGES

- (a) The commodity rate for water delivered through a temporary water service shall be charged at the construction rate which is equivalent to the tier two potable rate for Zone 1 residential customers.
- (b) In addition to the commodity rate for construction service, there is a \$7.00 per day service charge for temporary meters attached to fire hydrants to supply water for construction purposes and other temporary uses to defray the additional overhead costs of the District for monitoring water use, its effect on the Water System and for reading and maintaining such meter.

### 3.5 FIRE FLOW AVAILABILITY TESTING RATES

Fire Flow Tests are performed by District personnel to measure the volume of water available at a specified fire hydrant. There is a charge of \$124.00 to perform a fire flow availability test.

### 3.6 CAPACITY CHARGE FOR WATER SYSTEM CONNECTION

When potable water service is requested for property or premises not previously provided water service by the District, a one-time capacity charge for water system connection will be assessed. In the event use of the property changes and an increase in size of the water system connection is requested, a capacity charge for the difference in meter size of the connection will also be assessed. The capacity charge is assessed for each property (or premises) to bear its proportionate share of the cost of the Water System facilities in relation to the benefit that the property receives. The charge is calculated based on the hydraulic capacity of the service being requested.

The table below shows the capacity charge for water system connection based upon meter size:

Meter Size	Hydraulic Capacity Factors	Capacity Charge for Water System Connection
5/8"	1	\$ 2,196
3/4"	1.5	\$ 3,295
1"	2.5	\$ 5,491
1.5"	5	\$ 10,982
2"	8	\$ 17,571
3"	16	\$ 35,143
4"	25	\$ 54,911
6"	50	\$ 109,821
8"	80	\$ 175,714
10"	115	\$ 252,589

### **3.7 METER AND METER BOX INSTALLATION CHARGES**

Applicants for new water service connections, or for Customer-requested sizing changes to existing meters, will be required to pay (in addition to the capacity charge for water system connection, if applicable) a Meter & Installation Charge for the cost of materials and labor to construct the service connection lateral from the water main. The Meter & Installation Charge is adjusted from time to time to reflect changes in the cost of meters, other materials and labor. The charge will also vary depending upon the size of the meter installed.

Upon request, the District will provide a schedule showing the current Meter & Installation Charge in effect at the time of the application. The Meter & Installation Charge shall include the cost of the meter, meter tail or flange, meter gasket, cement meter box, meter box cover, hours of labor and hours of equipment use. Some meters require additional materials which will be included in the charge. Turbo meters are required for services having a constant high flow, such as irrigation meters. District staff will determine what type of meter is required based upon information provided by the applicant.

### **3.8 INSTALLATION COSTS FOR FIRE SERVICE CONNECTION OR SPECIAL CONNECTIONS**

If fire protection service or other special connections are requested, the applicant for installation of such facilities shall submit his request to the Manager together with plans and specifications for the proposed installation. The cost of the facilities and their installation shall be estimated by the Manager, and the sum so estimated shall be deposited by the applicant with the District before installation work begins. Any excess over the actual cost of installation shall be refunded to applicant upon the completion of installation, without interest. The amount of any deficiency shall be billed to the applicant, and shall be due and paid within 10 days after the date of the bill. The new connection will not be activated until all installation costs are paid and the required backflow prevention devices have been installed and testing verified.

## **4 PAYMENT FOR SERVICE**

### **4.1 PAYMENT OPTIONS**

Charges for water service, penalties and late charges may be paid by cash, check money order or direct debit authorized from the Customer's bank account. In addition, the District shall accept payment by credit card or debit card for water charges, service charges, penalties and late charges and other rates, fees and charges for water or other services provided by the District.

### **4.2 METER READING PERIODS**

Subject to change of days on account of weather conditions, holidays, weekends and other matters beyond control of the District, water meters shall be read bi-monthly. Special meter readings may be taken by the District at any time upon termination of an account, change of ownership, change in tenancy, or for any other reason, either upon application by the Customer or upon order of the Manager.

The Manager shall have the right to change billing dates, re-route meter readers and to pro-rate the charges for bills covering more or less than the normal billing period. If a Customer has questions regarding a bill or a dispute with respect to the amount charged, the Customer must submit a complaint or request for investigation to the District office in writing within ten (10) days of the receipt of the disputed bill. If the designated District Appeals Officer determines an investigation is warranted, service will not be terminated until an investigation has been completed and the Customer has been notified of the District's decision by mail. If the validity of the bill is upheld by the District Appeals Officer, the Customer will then be given an opportunity to pay the bill to avoid service termination.

### **4.3 LATE PAYMENT/DELINQUENCIES**

All accounts for water service are due and payable immediately upon billing, and shall be delinquent if not paid by the due date provided on the water bill, which shall be no sooner than 20 days and no greater 31 days after the date of billing. A "late payment" fee of seven dollars (\$7.00) will be applied to each account if payment is received in the District office, by mail or in person, after the due date. A "PAST DUE" bill may, but need not be sent to any Customer whose bill is not paid prior to the due date. If the account is not paid by the due date shown on the past due bill, a termination notice fee of ten dollars (\$10.00) will be charged to the account and a service disconnection notice will be issued. The service disconnection notice shall be delivered to the Customer in person or by telephone at least 48 hours before termination of service.

Unless a delinquent bill is paid by the date and time provided on the service disconnection notice, service may be discontinued by the District any time thereafter and shall not be reconnected until all delinquent amounts, late payment fees, termination notice fees, reconnection fees, returned check fees and deposits have been paid in full. Therefore, if an account is not paid in full by the date and time specified on the service disconnection notice, the Customer will be charged a disconnection processing fee of thirty dollars (\$30.00), which may include re-establishing/reconnecting water service as needed. If reconnection is requested on a day that the District is closed, including weekends, holidays and alternate Fridays, or after 5:00 p.m. on the District's regular business days, an additional reconnection fee of one hundred fifty dollars (\$150.00) will be charged to the account. Notwithstanding any provision of these Rules and Regulations to the contrary, the District will not terminate water service in any of the following situations:

- (a) during the pendency of an investigation by the District of a customer dispute or complaint;
- (b) if the Customer has been granted an extension of the period for payment of a bill;
- (c) for an indebtedness owed by the Customer to any other public agency, or where the account that is delinquent was incurred with a public agency other than the District;
- (d) if the delinquent account relates to another property owned, managed or operated by the Customer; or

- (e) if a public health or building officer certifies that termination of service would result in a significant threat to the health or safety of individuals or the public generally.

**Unpaid closing bills may be given to a Credit Reporting Agency.**

#### **4.4 LIEN FOR UNPAID CHARGES**

The District is legally empowered to create appropriate liens on real and/or personal property to secure the ultimate payment of delinquent and unpaid charges for water or other services. Upon failure of a Customer to pay for water and/or others services as set forth in these Rules and Regulations a written notice shall be provided to the owner of the land and to the tenant of the land who was the original applicant for service, which shall specify the nature and extent of the unpaid charges. If the charges remain unpaid for sixty (60) days, the District may file a Certificate in the Office of the County Recorder specifying the amount of the charges and the name and address of the person liable, thereby creating a lien. In cases where a lien is necessary to recover unpaid charges a fifty-dollar (\$50.00) charge to process the lien shall be added to the balance of unpaid charges.

#### **4.5 DISHONORED PAYMENTS**

A dishonored payment fee of twenty-one dollars (\$21.00) will be charged for checks or any other payments returned to the District by the bank unpaid. Payment to maintain service after a dishonored payment must be made by cash or money order, and a deposit may be required.

#### **4.6 TAMPERING**

All unauthorized opening and closing of valves will result in a tampering penalty as specified below. All pipes, mains, valves and other facilities on the street side or District water main side, up to and including each meter through which water is delivered to a Customer, are the property of the District and only authorized District personnel are permitted to operate service connection valves or meters. Unauthorized operation or tampering with District valves, meters or other facilities will result in a tampering penalty of \$70.00 imposed on the Customer, in addition to the cost to repair any damage and other charges for estimated water use.

#### **4.7 TERMINATION OF SERVICE TO TENANTS-OCCUPANTS**

##### **4.7.1 NOTICE TO RESIDENTIAL TENANTS-OCCUPANTS IN AN INDIVIDUALLY METERED RESIDENCE**

The District will provide written notice to residential occupants when the customer's account is delinquent and that service will be terminated for nonpayment by the owner. If the residential tenant-occupant meets the requirements as set forth in Section 2 of the District's Rules and Regulations, the District may make service available in the tenant's name. In these cases, the requirements for the Application for Water Service to be counter-signed by the owner and/or the Tenant-Owner Agreement requirement may be waived by the Manager.



#### **4.7.2 NOTICE TO TENANTS-OCCUPANTS IN A MULTI-UNIT RESIDENTIAL STRUCTURE WITH SERVICE THROUGH A MASTER METER**

The District will provide written notice, posted on the door of each residential unit or in each accessible common area and at each point of access to the structure or structures, that service will be terminated for non-payment by the owner on a date specified in the notice, unless the account is paid in full. The notice will also specify:

- (1) what the Residential Occupants are required to do in order to prevent the termination or to reestablish service;
- (2) the estimated monthly cost of service; and
- (3) the title, address and telephone number of a representative of the District who can assist the Residential Occupants in continuing service.

#### **4.8 NONPAYMENT BY TENANT**

Whenever existing water service is furnished in the name of a tenant and service is terminated by the District for non-payment of water charges, or the tenant vacates the premises leaving an unpaid balance on the service account, the property owner will be obligated to cure the default. Water service to the premises will only be re-established with a subsequent tenant as primary account holder, after the property owner has made payment in full of all delinquent charges. If such charges are not paid in full, future service must be established in the name of the property owner alone.

### **5 EXTENSION OF MAINS**

It is the policy of the District that water mains and appurtenant facilities to be constructed in streets and rights of way will be paid for by the persons desiring such installations, whether they are sub dividers, owners, or residents. Payment for such mains and facilities may be by lump sum payment or such other means acceptable to the Board. The Board may, in its discretion, pay from District funds a portion of the cost of major transmission lines where such lines are larger than would be required to serve the property benefiting from the installation.

### **6 METER TESTING**

#### **6.1 AT THE CUSTOMER'S REQUEST**

Any Customer, who believes that a meter is not registering correctly, may request that the meter be examined and tested by the District to determine if it is registering correctly. Such request shall be made on a form to be furnished by the District for such purpose. Upon filing of any such request, a deposit of \$60.00 will be collected or charged to the Customer's account, to be applied toward the final total cost of the meter test. Any balance remaining will be charged to the Customer or refunded, without interest.

If upon such examination and test, the meter is found to register over 2.5% more water than actually passes through it, at any rate of flow, the meter will be repaired or another meter shall be substituted without charge to the Customer and the meter test deposit will be credited to the Customer's account. The Customer's water charges for the preceding two billing periods shall be adjusted by the percentage error determined in the meter test and the Customer will receive a credit for overpayment on the Customer's next water bill or will

receive a refund of the overpayment without interest, at the discretion of the Manager. If any such meter, upon such examination and test registers not to exceed 2.5% more water than actually passes through it, the meter shall be deemed accurate. In this case the deposit will be retained by the District and applied toward the cost of the meter test.

## **6.2 AT THE INSTIGATION OF THE DISTRICT**

The District may remove and replace any meter for testing or repairs at its discretion. If a meter ceases to register or does not register within 2.5% due to tampering, the Customer shall be charged for service during the time such meter does not so register, an amount, which shall be determined by the Manager, on a case by case basis, subject to the right of the Customer to appeal to the Board

## **7 TEMPORARY INTERRUPTION OF SERVICE**

### **7.1 FOR REPAIRS OR IMPROVEMENTS**

The District reserves the right at any time, with or without notice, to shut off the water in all or any of its mains or services for the purpose of making installations, improvements, repairs, removals or extensions, or for the purpose of performing any other work or act reasonably necessary or advisable in connection with the operation of said system, or to meet any emergency on any part of the system, or in any part of the District.

## **8 TAMPERING WITH DISTRICT PROPERTY**

No unauthorized person shall tap into any water main or lateral, operate any valve or fire hydrant or otherwise tamper or interfere with any part of the Water System. Any person tampering with, or making unauthorized use of the Water System that results in a financial cost to the District will be charged for such costs in addition to fines and penalties provided herein. Where tampering or unauthorized use affects a particular property, the property-owner will be presumed to have been the perpetrator of the offense. In addition, at the discretion of the Manager or his authorized representative, criminal charges may be filed.

## **9 FIRE HYDRANTS**

### **9.1 USE**

Fire hydrants are provided only through contractual agreement and are primarily for the purpose of extinguishing fires and shall be used only by Fire Department and authorized personnel of the District or such persons as may be granted a temporary permit by the Manager to take water there from.

### **9.2 UNAUTHORIZED USE**

Fire hydrants connected to the water mains of the District are provided for the sole purpose of furnishing water to fight fires, except in special instances, and shall be opened and used only by persons authorized by the District. The Los Angeles County Fire Department is so authorized. Any authorization for use of water from a fire hydrant by any person other than

an authorized employee of the County Fire Department shall be in writing. Any unauthorized use of water from a fire hydrant shall subject the user to a charge in an amount to equivalent to the temporary water service rate for an amount of water estimated by the Manager, payable immediately upon rendition of a statement therefore.

## **10 PROTECTION OF PUBLIC HEALTH**

### **10.1 TREATMENT OF WATER**

The District reserves the right to properly and efficiently treat any and all water served through its system with such chemicals, at such times and in such amounts as good public health protection may indicate, in order to guard its Customers and inhabitants against disease and contamination. The District shall not, nor shall any of the officers, agents, servants or employees of the District, be liable for, on account, or by reason of any such treatment; nor shall they or any of them be liable for the death of, or injury or damage to plants, animals, fish, frogs, or other aquatic life, which may result from any such treatment. All service will be rendered and must be accepted accordingly.

### **10.2 CUSTOMER'S EQUIPMENT**

No connection shall be made or maintained which draws water directly from the District's main transmission lines into any stationary boiler, hydraulic elevator, power pump or similar apparatus. No Customer shall operate any quick closing valves or other devices which cause momentary pressure changes in the Water System. No connection shall be permitted between any Customer's lines and any other source of water which might cause or allow contaminated water to enter the District's system.

### **10.3 BACKFLOW PREVENTION – CROSS-CONNECTION CONTROL**

The purpose of this cross-connection control program is to protect the public water supply system from contamination due to potential and actual cross connections as required by State regulations.

#### **10.3.1 RESPONSIBILITY**

The Manager shall be responsible for implementing and enforcing the cross-connection control program. An appropriate backflow prevention assembly shall be installed by and at the expense of the Customer at each connection where required to prevent backflow from the Customer's premises to the domestic water system. It shall be the Customer's responsibility to comply with the District's requirements and the Customer shall be responsible for any costs incurred by the District in connection with the administration or enforcement of the cross-connection control program, and for any other fees determined by the District's Manager to owe in connection therewith. The District may prorate any such fees on a Customer's monthly or bi-monthly, as applicable, water bill.

#### **10.3.2 CROSS-CONNECTION PROTECTION REQUIREMENTS**

The type of protection that shall be provided to prevent backflow into the Water System

shall be commensurate with the degree of hazard, actual or potential, that exists on the Customer's premises. Unprotected cross-connections with the District's water supply are prohibited. The type of backflow prevention assembly that may be required (listed in decreasing level of protection) includes: Air-gap separation, Reduced Pressure Principle Backflow Prevention Assembly and a Double Check Valve Assembly. The Customer may choose a higher level of protection than required by the District. The minimum types of backflow protection required to protect the approved water supply at the Customer's water connection to premises with varying degree of hazard are listed in Table 1, Section 7604, Title 17, CCR. Situations which are not covered in Table 1 shall be evaluated on a case-by-case basis and the appropriated back-flow protection shall be determined by the District or health agency.

### **10.3.3 BACKFLOW PREVENTION ASSEMBLIES**

Only backflow prevention assemblies which have been approved by the District shall be acceptable for installation by a Customer. A list of approved backflow prevention assemblies will be provided upon request to any affected Customer. Backflow prevention assemblies shall be installed in a manner prescribed in Section 7603, Title 17, CCR. Location of the assemblies shall be as close as practical to the Customer's connection.

The District shall have the final authority in determining the required location of a backflow prevention assembly. Testing of backflow assemblies shall be conducted only by qualified testers and testing will be the responsibility of the Customer. Backflow prevention assemblies must be tested at least annually and immediately after installation, relocation, or repair. More frequent testing may be required if deemed necessary by the District. No assembly shall be placed back in service unless it is functioning as required. These assemblies shall be serviced, overhauled, or replaced whenever they are found to be defective and all costs of testing, repair, and maintenance shall be borne by the Customer. Approval must be obtained from the District prior to removing, relocating or replacing a backflow prevention assembly.

### **10.3.4 ADMINISTRATION**

The cross-connection control program shall be administered by the Manager. The District shall conduct necessary surveys of Customer premises to evaluate the degree of potential health hazards. Once a backflow prevention assembly is installed and every year thereafter, it must be tested by a certified backflow prevention device tester. All necessary repairs shall be made to achieve a successful test. Upon completion of a test showing the assembly is working correctly, the tester will complete a "Backflow Prevention Assembly Test Report" and return it to the District office by the required date. Failure to return the Backflow Prevention Assembly Test Report by the required date will result in a termination notice fee of thirty dollars (\$30.00) applied to the Customer's account and a service disconnection notice issued, which shall be delivered to the Customer in person or by telephone at least 48 hours before termination of service.

Unless the Backflow Prevention Assembly Test Report is received by the District by the date shown on the service disconnection notice, service may be discontinued by the District and shall not be reconnected until such time as a certified backflow prevention assembly tester can be on site to perform the required test. If service is terminated by the District due to non-compliance with the testing requirements, the Customer will be charged a thirty dollar (\$30.00) reconnection fee and service will only be re-established during the District's regular business hours and at such time as a certified backflow prevention assembly tester can be on site to perform the required test.

### **10.3.5 WATER SERVICE TERMINATION**

When the District encounters water uses that represent a clear and immediate hazard to the District's water supply that cannot be immediately abated, the procedure for terminating water service shall be instituted. Conditions or water uses that create a basis for water service termination shall include, but are not limited to, the following:

1. Refusal to install or to test, a backflow prevention assembly, or to repair or replace a faulty backflow prevention assembly.
2. Direct or indirect connection between the Water System and a sewer line.
3. Unprotected direct or indirect connection between the Water System and a system or equipment containing contaminants.
4. Unprotected direct or indirect connection between the Water System and an auxiliary water system.

For condition 1 noted above, the District will terminate service to a Customer's premises after proper notification has been sent. If no corrective action is taken within the time specified in the notice, water service shall be terminated.

For conditions 2, 3, or 4, the District shall take the following steps:

1. Make reasonable effort to advise the Customer of the District's intent to terminate water service;
2. Terminate water service and lock service valve. The water service shall remain inactive until correction of violations has been approved by District, and all applicable fees and charges have been paid.

## **11 WATER LINES AND PRESSURE CONDITIONS**

The District is responsible for what is called "the street side" of the water meter, including all water mains in the street and continuing through the Water System. The property owner is responsible for maintenance of water lines on the "Customer side" of the water meter. This includes the water line from the meter to the house, all interior plumbing and outside irrigation systems.

The District assumes no responsibility for loss or damage due to lack or excess of water or

pressure, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the Water System, and the District does not guarantee any specific quantities pressures or flows with respect to any water service connection.

The Board does not accept any responsibility for the maintenance of pressure and it reserves the right to discontinue service while making emergency repairs and shutdowns required in the operation of the water system, without notice.

## **12 INSPECTION**

The Manager or his authorized representative shall have the right to enter upon the Customer's premises during any reasonable hours for the purpose of inspecting the Customer's water system and to insure compliance with these Regulations.

## **13 WASTE OF WATER**

Customers who use water in a careless or negligent manner, or who waste water, or who allow water to escape into the streets within the boundaries of the District or adjoining property either willfully, carelessly, or on account of defective or inadequate privately-owned water lines, mains or other facilities, or on account of inadequate preparation of the land or improvements thereon for the use of water, may be refused further service until the conditions are remedied.

## **14 CUSTOMER'S RESPONSIBILITY**

Each and every Customer receiving water service from the District shall be responsible for payment of all water passing through the service or meter connecting his or her premises with the Water System. Each and every customer shall further be responsible to see that each and all of these Rules and Regulations are observed in connection with the installation, maintenance and use of the service to his or her premises.

## **15 COMPLAINT/APPEALS PROCEDURE**

All rulings of the Manager shall be final unless appealed in writing to the Board within five (5) days after this ruling is made. When appealed, the Board's ruling shall be final and conclusive.

All complaints to the Board must be made in writing and filed with the Secretary, to be considered at the next meeting of the Board of Directors that complies with the Brown Act time limitations. The Manager shall have the power and discretion to adjust complaints and grant rebates to complainants from the charges specified. If the matter is not satisfactorily adjusted with the Customer by the Manager, the Customer must present the matter to the Board of Directors at the next meeting of the Board as indicated above, and the determination of the Board of Directors shall be final and conclusive.